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Attorneys for Plaintiff

Samick Musical Instruments Co., Ltd.

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SAMICK MUSICAL INSTRUMENTS CO.,  
LTD., a Korean limited company,

Plaintiff,

vs.

QRS MUSIC TECHNOLOGIES, INC., a  
Delaware corporation; THOMAS DOLAN, an  
Individual,

Defendants.

Case No. 3:14-CV-00618

**PLAINTIFF'S MOTION TO FILE  
COMPLAINT AND EXHIBITS UNDER  
SEAL; [PROPOSED] ORDER**

Plaintiff Samick Musical Instruments Co., Ltd. ("Plaintiff" or "Samick") hereby moves  
this Court for an order sealing Plaintiff Samick's Complaint and Exhibits. These documents are  
filed concurrently with this Motion.

1 In January 2010, Plaintiff Samick and QRS Music Technologies, Inc. ("Defendant QRS")  
2 entered into an Agreement. *See* December 1, 2014 declaration of Matthew D. Francis, ¶ 2. This  
3 Agreement forms the basis for the majority of the claims being presently asserted by Plaintiff  
4 Samick against Defendant QRS. *Id.* The 2010 Agreement contains a strict confidentiality  
5 provision prohibiting disclosure of the terms of the 2010 Agreement and its accompanying  
6 Exhibits to any third party. *Id.*

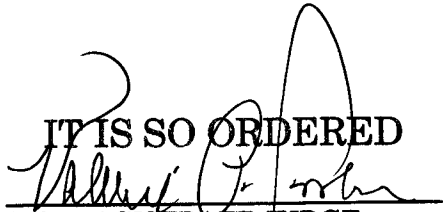
7 Seeking to honor this Agreement and not breach the terms of the confidentiality  
8 provision, Plaintiff seeks permission to file the full version of the Complaint, the 2010  
9 Agreement and its Attachments under seal. *Id.* at ¶ 3. A redacted version of the Complaint with  
10 non-confidential Exhibits A and B has been filed to initiate this lawsuit. *Id.* As stated above, the  
11 Complaint has been redacted because many of the facts and causes of action refer directly to the  
12 terms of the 2010 Agreement. *Id.*

13 LR 10-5(b) provides in part "...papers filed with the Court under seal shall be  
14 accompanied by a motion for leave to file those documents under seal, and shall be filed in  
15 accordance with the Court's electronic filing procedures."

16 In good faith, seeking to honor and not breach the terms of the parties' 2010 Agreement,  
17 Plaintiff Samick requests that this Court grant its Motion to file the un-redacted Complaint, 2010  
18 Agreement and Exhibits under seal.

19 Dated: December 1, 2014

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**IT IS SO ORDERED**  
  
**U.S. MAGISTRATE JUDGE**  
**DATED: December 18, 2014**

By: /s/ Matthew D. Francis  
WATSON ROUNDS  
Matthew D. Francis  
Arthur A. Zorio  
5371 Kietzke Lane  
Reno, NV 89511

Attorneys for Plaintiff  
Samick Musical Instruments Co., Ltd.

**IT IS SO ORDERED:**

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

DATED: \_\_\_\_\_

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**DECLARATION OF MATTHEW D. FRANCIS**

I, Matthew D. Francis, do hereby declare and state as follows:

1. I am a partner at the law firm of Watson Rounds located at 5371 Kietzke Lane, Reno, Nevada 89511. This declaration is based upon my personal knowledge, and is made in support of Plaintiff Samick Musical Instruments Co., Ltd. ("Plaintiff" or "Samick") Motion to File Complaint and Exhibits Under Seal.

2. In January 2010, Plaintiff Samick and QRS Music Technologies, Inc. ("Defendant QRS") entered into an Agreement. This Agreement forms the basis for the majority of the claims being presently asserted by Plaintiff Samick against Defendant QRS. The 2010 Agreement contains a strict confidentiality provision prohibiting disclosure of the terms of the 2010 Agreement and its accompanying Exhibits to any third party.

3. Seeking to honor this Agreement and not breach the terms of the confidentiality provision, Plaintiff seeks permission to file the full version of the Complaint, the 2010 Agreement and its Attachments under seal. A redacted version of the Complaint with non-confidential Exhibits A and B has been filed to initiate this lawsuit. As stated above, the Complaint has been redacted because many of the facts and causes of action refer directly to the terms of the 2010 Agreement.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: December 1, 2014

By: /s/ Matthew D. Francis  
MATTHEW D. FRANCIS